

1 BILL NO. S-86-10-46

2 SPECIAL ORDINANCE NO. S-187-86

3 AN ORDINANCE approving Contract
4 for Res. 6061-86 - Luther Street
5 Sidewalks, 1986 Bond Issue, between
6 the City of Fort Wayne, Indiana
7 and Gaines Construction Company,
8 in connection with the Board of
9 Public Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
11 OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the annexed Contract for Res. 6061-86 -
13 Luther Street Sidewalks, 1986 Bond Issue, between the City of
14 Fort Wayne , by and through its Board of Public Works and Safety,
15 and Gaines Construction Company, is hereby ratified, and affirmed
16 and approved in all respects. The work under said Contract requires:

17 improvement of sidewalks and drives
18 on Luther Street from Anthony Blvd.
19 East to Grant Avenue;

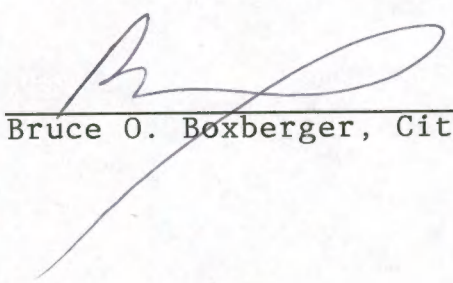
20 the Contract price is Thirty Thousand Nine Hundred Eighteen and
21 20/100 Dollars (\$30,918.20).

22 SECTION 2. Prior Approval was received from Common
23 Council with respect to this Contract, on October 7, 1986. Two
24 (2) copies of the Contract, attached hereto, are on file with
25 the City Clerk, and are made available for public inspection,
26 according to law.

27 SECTION 3. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all necessary
29 approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Carroll, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE: 10-28-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Carroll, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-10-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ ~~(GENERAL)~~

~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-187-86
on the 10th day of November, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of November, 1986, at the hour of 9:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of November, 1986, at the hour of 9:30 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Page 1 of 1

PROJECT: LUTHER ST. SIDEWALKS & DRIVES RESOLUTION # 6061-86
1986 BOND ISSUE

Check if contained	Pages
<input type="checkbox"/> 1. General information	
<input type="checkbox"/> 2. Identification	
<input type="checkbox"/> 3. Description	
<input type="checkbox"/> 4. History	
<input type="checkbox"/> 5. Current status	
<input type="checkbox"/> 6. Other information	

ATTACHMENTS

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

B.O.W. Non-Fed. *Note: Award will be made on this form

Award
Date 10-1-86

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

September 5, 19⁸⁶

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 24th day of September, 19⁸⁶, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RES. NO. 6061-86 LUTHER ST. SIDEWALKS & DRIVES

To improve Sidewalks and Drives on LUTHER STREET from Anthony Blvd. East to Grant Avenue.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. MBE The undersigned firm certifies that it is an MBE/~~WBE~~ Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
100%.

For WBE specify percentage of women ownership
____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 100% participation (employees) 100% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 100%. (cross out inapplicable provision)

- C. The undersigned commits 100% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Catherine Beckum Hanna		Trucking
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Gains Const

Contractor _____

By Henry Gains

By _____

Its V-President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor Gaines Const Co Inc
By Denny Gaines
Its V. President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☒ A. On an all or none basis.
- ☐ B. As follows: _____

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6061-86 LUTHER STREET SIDEWALKS & DRIVES

All work will be performed in accordance with: Resolution # 6061-86 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$~~30,918.20~~. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 12/1/86 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 12/1/86 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 12/1/86 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Gains Const
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Gains Const
_____, that Gains Const
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 24 day of Sept, 1986

Gains Const Inc
Henry Gains
(Name of Bidder/Vendor)

V. president
(Name and Title of Person Signing)

BOND NO. MI 0008791

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Company, Inc.

as PRINCIPAL, (hereinafter called the Principal), and Credit General Insurance Company
a corporation duly organized under the State of Ohio and authorized to transact
a general surety business in the State of Ind. as SURETY, (hereinafter called the Surety), are held firmly bound unto:

City of Fort Wayne, Indiana

as OBLIGEE, (hereinafter called the Obligor), in the sum equal to 10 % of the accompanying bid of the Principal, not,
however, in excess of Three Thousand & no/100***** dollars,
(\$ 3,000.00****), for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the
Obligor a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or
(2) the furnishing of the specified goods, supplies or products, to-wit:

Sidewalk improvements Luther St. #6061-86

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall
duly make and enter into a written contract with the Obligor, in accordance with the terms of said proposal or bid, or any
amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to
the Principal for execution, should the Obligor award the Principal the said work or contract, or any part thereof: and if the
Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going
thereinto, as in the specifications or contracts provided: or if the Principal shall, in case of failure so to do, pay to the Obligor
the damages which the Obligor shall have actually suffered by reason of such failure, not exceeding the penal sum of this
bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid
shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid
provisions, whichever time shall be greater, and unless the Obligor hereunder shall give notice to Surety of said award at the
time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced
within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy
of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which
Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 24th day of September 19 86

Gaines Construction Co., Inc.

BY

Credit General Insurance Company

Principal

BY

Jerry Bey

Attorney-in-Fact

CREDIT GENERAL INSURANCE COMPANY

SPRINGFIELD, OHIO

POWER OF ATTORNEY — FOR BID BONDS ONLY

PRINCIPAL Gaines Construction Co., Inc. EFFECTIVE DATE September 24, 1986

CONTRACT AMOUNT _____ AMOUNT OF BOND \$ 3,000.00

POWER NO. MI 0008791

KNOW ALL MEN BY THESE PRESENTS: That the Credit General Insurance Company, a Corporation in the State of Ohio, having its home office at One South Limestone Street, Springfield, Ohio 45501, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 16th day of May, 1984, to wit:

"Resolved, that any two officers of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

does hereby make, constitute and appoint Jerry Bey

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed two hundred thousand (\$200,000.00) dollars.

And to bind Credit General Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Credit General Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Credit General Insurance Company has caused these presents to be signed by two officers of the Company and its Corporate Seal to be hereto affixed.

CREDIT GENERAL INSURANCE COMPANY



Forrest J. Curtin
Forrest J. Curtin, President

David F. Hutchinson
Senior Vice President

Notary Public)
State of Ohio) SS:

On this 16th day of May, 1984, before the subscriber, a Notary Public of the State of Ohio duly commissioned and qualified, came Forrest J. Curtin and David F. Hutchinson of the Credit General Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Springfield, Ohio, the day and year above written.



Sharon L. Gulvas
Notary Public

SHARON L. GULVAS
NOTARY PUBLIC, State of Ohio
My Commission Expires January 16, 1987

State of Ohio) SS:

I, the undersigned, Secretary of CREDIT GENERAL INSURANCE COMPANY, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, is now in force.

Signed and Sealed at the Home Office of the Company, in Ohio. Dated this 24th day of September A.D., 19 86



L.K. Hill
L.K. Hill, Secretary

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and

Gains Co

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry Gains
President

Subscribed and sworn to before me by
this 23rd day of September, 1986.

Henry Gains

My Commission Expires:

8-2-90

Barbara A. Brunson
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Harris, the president
(name)
_____, of Harris Const
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 23
day of Sept, 19 86, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: Sept 23 / 86 Henry Harris
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 23rd day of September, 19 86.

Bureau A. Simpson

My commission expires:

8-2-90

TITLE OF ORDINANCE Contract for Res. 6061-86 - Luther Street Sidewalks, Gaines Const. Co

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety Contractor 86-10-46

SYNOPSIS OF ORDINANCE The Contract for Res. 6061-86 is for the improvement of sidewalk
and drives on Luther Street from Anthony Blvd. East to Grant Avenue.

Gaines Construction Company is the contractor. PRIOR APPROVAL RECEIVED on
10/7/86.

EFFECT OF PASSAGE Improvement of walks & drives at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$30,918.20

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-10-46

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for
Res. 6061-86 - Luther Street Sidewalks, 1986 Bond Issue, between
the City of Fort Wayne, Indiana and Gaines Construction Company
in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Donald J. Schmidt
DONALD J. SCHMIDT
VICE CHAIRMAN

Mark E. GiaQuinta
MARK E. GiaQUINTA

Paul M. Burns
PAUL M. BURNS

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 11-10-86

SANDRA E. KENNEDY
CITY CLERK